

Telecommunications
E Commerce
Technology
Corporate & Finance
Trademarks
Proprietary Rights
Complex Litigation
General Business Law

NEW APPLICATION The Helein Law Group, P.C.

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June 27, 2000

Writer's Direct Dial Number

RECEIVED
AZ CORP COMMISSION

JUN 27 12 39 PM '00

DOCUMENT CONTROL

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Writer's E-mail Address

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007

DOCKET NO. T_03893A-00-0447

Re: ServiSense.com, Inc.
Applications for Certificates of Convenience and Necessity for Local
Exchange and Interexchange Resale.

Ladies and Gentlemen:

On behalf of ServiSense.com, Inc. ("ServiSense"), a local and long distance resale carrier, we transmit herewith an original and ten (10) copies of its Application for Certificate of Convenience and Necessity.

An extra copy of this letter and each filing is enclosed. Please date-stamp them and returned then in the postage-paid envelope provided. Please direct all inquiries and correspondence related to this filing to the undersigned.

Sincerely,



Paul A. Dean

Enclosures

NEW APPLICATION

FORM A

RECEIVED
AZ CORP COMMISSION

ARIZONA CORPORATION COMMISSION

JUN 27 12 39 PM '00

Application and Petition for Certificate of Convenience and Necessity to Provide Local Exchange Services as a Reseller

DOCUMENT CONTROL

Mail original plus 10 copies of completed application to:

For Docket Control Only:

(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

If you have current applications pending in Arizona as
an Interexchange reseller, AOS provider, or as the
provider of other telecommunication services.

DOCKET NO.

T-03893A-00-0447

Type of Service: _____

Docket No.: _____ Date: _____

Docket No. _____

Type of Service: _____

Docket No.: _____ Date: _____

Docket No. _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number (including area code) of the applicant(company):

Servisense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302

(A-2) If doing business (d/b/a) under a name other than the applicant (company) name listed above, specify:

(A-3) The name, address, telephone number, facsimile number and Email address of the management contact.

John Vancura
Vice President, Finance
(617)848-8106, Fax: (617)848-8100
email: jvancura@servisense.com

(A-4) The name, address, telephone number, facsimile number and email address of the Attorney, if any, representing the applicant:

Charles H. Helein
8180 Greensboro Drive, Suite 700
McLean, VA 22102
(703) 714-1300 Fax: (703) 714-1330 e-mail: Charles@helein.com

(A-5) What type of legal entity is the applicant?

☐ Sole proprietorship

☐ Partnership: ___ limited, ___ general, ___ Arizona, ___ Foreign

☐ Limited liability company

☒ Corporation: ___ "S", X "C", ___ non-profit, ___ Arizona, X Foreign

☐ Other, specify:

(A-6) Include "Attachment A." Attachment A must list names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

(A-7) 1. Is your company currently offering any telecommunication services in Arizona? If yes, list each service offered and provide the date that you began offering each such service in Arizona. **No.**

2. If the answer to 1. is "no", when does your company plan to begin reselling services in Arizona?
When they have nationwide approval for resale.

(A-8) Include "Attachment B." Attachment B, your proposed tariff, must include proposed rates and charges for each service to be provided. State the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of the service(s) by your company.

The Arizona Corporation Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists.

Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (See Rule R14-2-1109 (B)(2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.

(A-9) The geographic market to be served is:

☒ statewide.

☐ other, describe and provide a map depicting the area.

- (A-10) List the states in which you currently offer, or have been approved to offer, services similar to those you intend to resell in Arizona.

Massachusetts, Rhode Island, New Jersey, Pennsylvania,
New Hampshire, Montana, and Michigan

- (A-11) List the companies with which you have signed resale agreements, along with the states in which they were approved.

Quest - Long Distance:

Bell Atlantic - Local Exchange - signed resale agreements in
all Bell Atlantic states; approved in Massachusetts
New Hampshire, Rhode Island and Vermont.

- (A-12) Include Attachment C. (All Applications must include a resale agreement or contract). Attachment C is a copy of the resale agreement or contract between your company and an applicable local exchange service provider.

The resale agreement is pending, a copy of the contract
will be forwarded to the Commission upon completion.

- (A-13) Provide the name, address, and telephone number of the company's complaint contact person.

Richard Wheeler, Regulatory Coordinator
180 Wells Ave., Suite 450, Newton, MA 02459-3302
(617) 848-8146

- (A-14) Provide a list of states in which you have sought authority to resell telecommunications services and in which the state granted the authority with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide telecommunications services.

None.

- (A-15) Has the company been granted authority to provide or resell telecommunications services in any state where subsequently the authority was revoked? If "yes", provide copies of the State Regulatory Commission's decision revoking its authority.

No.

(A-16) Has the company been or is the company currently involved in any formal complaint proceedings before any State or Federal Regulatory Commission? If "yes", in which states is the company involved in such proceedings and what is the substance of these complaints. Also, provide copies of Commission orders that have resolved any of these complaints

No.

(A-17) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If "yes", in which states has the applicant been involved in investigations and why is the applicant being investigated?

No.

(A-18) Has the applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order.

No.

B. Technical Information

(B-1) Provide the name of the company or companies whose services you resell.

US West

(B-2) Explain what actions the applicant has taken to ensure that basic exchange service to applicant's customers will not be interrupted in the event the applicant ceases to do business.

Since Applicant is a resale carrier, any cessation of operations of Applicant should not affect its customers as they will continue on the network of underlying carrier.

C. Financial Information

(C-1) Include "Attachment E". Attachment E must include a copy of your Company's balance sheet, income statement, audit report (if audited) and all related notes to these financial statements for the two most recent years your Company has been in business.

telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the applicant's intrastate traffic).

- (B-2) Will your customers be able to access alternative toll service providers or resellers via 1+ or 101XXXX access, if your system becomes non-operational?

Yes.

C. Financial Information

- (C-1) Include "Attachment D", Attachment D **must** include a copy of your Company's balance sheet, income statement, audit report (if audited) and all related notes to these financial statements for the two most recent years your Company has been in business.

- (C-2) If your Company does not have financial statements for the two most recent years, please give the date your Company began operations.

January 20, 2000

- (C-3) If the balance sheets you submit do not have retained earnings accounts, please provide this account information on a separate sheet.

- (C-4) If your Company is a subsidiary, please provide your Parent Company's financial statements, in addition to your Company's financial statements.

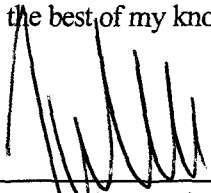
N/A.

- (C-5) If your Company intends to rely on the financial resources of its Parent Company, please provide a written statement from your Parent Company attesting that it will provide complete financial backing if your Company experiences a net loss or a business failure and that it will guarantee re-payment of customers; advances, prepayments or deposits held by your Company if, for some reason, your Company cannot provide service or repay the deposits.

N/A.

- (C-6) Will your customers be required to (or have the option to) pay advances, prepayments, or deposits for any of your products or services.

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.


(Signature of Authorized Representative)

5/25/00
(Date)

John Vancura
(Print Name of Authorized Representative)

Vice President, Finance
(Title)

SUBSCRIBED AND SWORN to before me this 25th day of May, 2000


NOTARY PUBLIC

My Commission Expires Nov. 24, 2006

ATTACHMENT A

ServiSense.com, Inc.
10% Shareholders

**Percentage
Owned**

Christopher J McKeown
82 Church Street
Watertown, MA 02172
Citizenship: US
Principal Business: Individual

51.3%

Pepper Pike Dot Com
c/o Brian Bailys
Third Capital Mortgage
29225 Chagrin Blvd
Suite 300
Pepper Pike, OH 44122
Citizenship: US Company
Principal Business: Investing

13.6%

ARS Brook, LLC
40 Seaver Street, #5
Wellesley, MA 02481
Citizenship: US Company
Principal Business: Investing

10.1%

OFFICERS OF SERVISense.COM, INC.

- 1) Christopher J. McKeown
President
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302
- 2) John Vancura
Treasurer & Assistant Secretary
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302
- 3) Gregory White, Esq.
Secretary
Chappell, White, LLC
268 Summer Street
Boston, MA 02210

BOARD OF DIRECTORS OF SERVISense.COM, INC.*

- 1) Peter G. Bos (Chairman)
President, ARS Group, Inc.
40 Seaver Street, # 5
Wellesley, MA 02481
- 2) William H. Hughes
General Manager
Johnson Controls, Incorporated
39 Salem Street
Lynnfield, MA 01940-0840
- 3) Christopher J. McKeown
President, ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302
- 4) Timothy P. McKeown
Senior Analyst
BankBoston – Robertson Stephens
One International Place – 30th Floor
Boston, MA 02110
- 5) Frederick C. Voit
Senior Analyst – Consumer Communications
The Yankee Group
31 St. James Street
Boston, MA 02116

* Term of all Board Members is Until Successor is elected and duly qualified.

ATTACHMENT B

TITLE SHEET

RESOLD LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF

OF

ServiSense.com, Inc.

180 Wells Avenue, Suite 450
Newton, MA 02459-3302

This Tariff applies to the Resold Telecommunications Services furnished by ServiSense.com, Inc. ("Carrier") between one or more points in the State of Arizona. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected during normal business hours at Carrier's principal place of business.

Issued by: Richard Wheeler
Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459

Issued:

Effective:

CHECK SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
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16	Original
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44	Original

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TABLE OF CONTENTS

TITLE SHEET.....	1
CHECK SHEET.....	2
TABLE OF CONTENTS.....	3
SYMBOLS.....	4
TARIFF FORMAT.....	5
APPLICATION OF TARIFF.....	6
SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS.....	7
SECTION 2. RULES AND REGULATIONS.....	10
2.1 UNDERTAKING OF THE COMPANY.....	10
2.2 USE OF SERVICES.....	10
2.3 LIABILITY OF CARRIER.....	11
2.4 RESPONSIBILITIES OF THE CUSTOMER.....	13
2.5 CANCELLATION OR INTERRUPTION OF SERVICES.....	15
2.6 BILLING ARRANGEMENTS.....	17
2.7 VALIDATON OF CREDIT.....	17
2.8 CONTESTED CHARGES.....	17
2.9 BILLING ENTITY CONDITIONS.....	18
2.10 DEPOSITS.....	18
2.11 TAXES.....	18
SECTION 3. DESCRIPTION OF SERVICES.....	19
3.1 LOCAL EXCHANGE SERVICE.....	19
3.2 LOCAL EXCHANGE SERVICE.....	20
3.3 EMERGENCY CALLS (ENHANCED 911).....	20
3.4 PROMOTIONS.....	20
SECTION 4. RESERVED FOR FUTURE USE.....	21
SECTION 5. EXCHANGE SERVICE.....	22
5.1 NONRECURRING CHARGES.....	22
5.2 EXCHANGE AREAS.....	24
5.3 LOCAL EXCHANGE SERVCIE.....	29
5.4 PROMOTIONS.....	20
SECTION 6. RATES AND CHARGES.....	40
6.1 LOCAL EXCHANGE USAGE RATES.....	40

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Signifies a **changed** condition or regulation.
- (D) - Signifies a **deleted** or **discontinued rate**, regulation or condition.
- (I) - Signifies a change resulting in an **increase** to a Customer's bill.
- (M) - Signifies material **moved** from another Tariff location.
- (N) - Signifies a **new** rate, regulation or condition.
- (R) - Signifies a change resulting in a **reduction** to a Customer's bill.
- (T) - Signifies a change in **text** but no change in rate or charge.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the A.C.C.. For example, the 4th revised Sheet cancels the 3rd revised Sheet 14. Because of various suspension periods deferrals, etc. the A.C.C. follows in their Tariff approval process, the most current sheet number on file with the A.C.C. is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Tariffs.
 - 2.1
 - 2.1.A
 - 2.1.A.1
 - 2.1.A.1.a
- D. Check Sheets - When a Tariff filing is made with the A.C.C., an undated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the A.C.C.

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Newton, MA 02459

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APPLICATION OF TARIFF

This Tariff set forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunication services by means of resold services of ServiSense.com, Inc.

The provision of local exchange, regional toll, and long distance telecommunications services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding issues.

Issued By: Richard Wheeler, Esq.
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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's service.

Business Day - Monday-Friday 8:00am-5:00; Saturdays, Sundays and legal holidays are not recognized as business days.

Called Station - The termination point of a call.

Calling Card - A card issued by the Company containing sufficient information to enable charges for calls made to be properly billed on a pre-arranged basis. (see "Travel Card" definition)

Calling Station - The originating point of a call.

Carrier -or- Common Carrier - An authorized company or entity providing underlying network telecommunications services to the public.

Company or Carrier - ServiSense.com, Inc.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Customer Dialed Calling Card Call - A Calling Card Call which does not require intervention by an attended operator position to complete.

Debit Card - A Calling Card issued by the Company in return for pre-payment of an amount certain by the Customer. (see "Travel Card" definition)

Commission or A.C.C. - Arizona Corporation Commission.

Holiday - New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day.

ILEC - Incumbent Local Exchange Carrier.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall interruption include the failure of any service or facilities provided by a common Carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is Interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or applicable by law.

LATA - Local Access and Transport Area - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Carrier - A company which furnishes local exchange telecommunications services.

Measured Charge - A charge assessed on a per minute basis in calculation a portion of the charges due for a completed inter-exchange call.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Residential Rules - The Rules and Regulations Relating to Telephone Service to Residential Customers as adopted by the Arizona Corporation Commission and applicable Arizona law.

Subscriber - (see "Customer" definition)

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other similar communications or form of intelligence.

Travel Card - A pre-paid or post-paid calling card issued by Carrier which allows Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill. Calls charges to a Carrier-issued debit Travel Card will be charged against the debit account.

User - Any person or entity which makes use of services provided under this Tariff.

Verified Account Code - A numerical code used to identify users or groups of users on an account and to allocate the costs of service accordingly. Account codes are verified by a pre-defined list of codes maintained by the Company.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.A. This Tariff contains the regulations and rates applicable to the resale of local, telecommunications services provided by Company to business and residential customers within the State of Arizona.
- 2.1.B. Company is a pure reseller and as such has no direct control over availability of service switching, operator services, 911 or E911 emergency service. Company is not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services. Company resells the Telecommunications Services of underlying common carriers.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company for use in accessing the services of Carrier.
- 2.1.D. The Customer is entitled to limit the use of Carrier's services by End User's at the Customer's facilities.

2.2 Use of Services

- 2.2.A. Carrier's Services may be used for any lawful propose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services (Cont'd)

- 2.2.C. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3 Liability of Carrier

- 2.3.A. Due to unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 2.3.B. When service is interrupted for a period of at least twenty-four (24) hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each twenty-four (24) hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges. No credit shall be issued for interruptions of less than six (6) hours.
- 2.3.C. The liability of the Carrier for any loss or damages whatsoever arising out to mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental, or exemplary damages.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.D. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company, including the provisioning of E911 service; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.E. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage; is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.3.F. Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.G. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 2.4.H. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.A. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that End Users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to End Users. The Customer is also responsible for the payment of charges for calls originated at The Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.4.C. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.D. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

- 2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
- 2.4.E.1 If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.
- 2.4.E.2 If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff. The Company reserves the right to refuse an application of service made by a present or former Customer who is, or was previously, indebted to the Company.
- 2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.4.H. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.4.A. Without incurring liability, Carrier may discontinue services to a customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.4.B. following:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due;
2. For violation of any of the provisions of this Tariff;
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services; or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

2.4.B. Procedures for discontinuance of existing service:

1. Carrier may discontinue service without notice for any of the following reasons:
 - a. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - b. If a Customer or User uses Carrier's services in a manner to violate the law.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.4.B. Procedures for discontinuance of existing service (Cont'd)

2. In all other circumstances, Carrier will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance.
3. In cases of non-payment of charges due, the Customer will be given five (5) days written notice via first class mail that disconnection will take place. Disconnection may take place at any time within five (5) business days of mailing of the notice.
4. Customer will be given an opportunity to make full payment of all undisputed charges. If Customer is unable to pay debt in full, but makes payment to twenty percent (20%) of the debt, service will not be terminated and a payment plan will be made with the Customer. If Customer breaks a payment plan with the Company, Company is not obligated to enter into any further plans. Service may be terminated in accordance with these procedures.
4. Service will not be discontinued on any non-business day where Carrier is not prepared to accept payment of the amount due and to reconnect.

2.4.C. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspection to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.4.D. Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

2.6 Billing Arrangements

2.6.A. Customers will be billed directly by Carrier or its intermediary.

2.6.B. Carrier will render bills monthly. Payment is due within thirty (30) day after Carrier renders the bills.

2.6.C. Carrier may impose a late payment charge of 1.5% (18% per year) on any bill not paid within thirty (30) days of receipt by the Customer.

2.6.D. Carrier agrees to abide by all rules and regulations imposed upon it by the A.C.C. and applicable Arizona law.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

2.8 Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or End User, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges (Cont'd)

2.8.A. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.8.B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address and the telephone number of the Commission is:

The Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Telephone: 602-542-2237
Facsimile: 602-542-4111

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits

Carrier does not generally require a deposit from the Customer. At Carrier's discretion, a deposit may be required in accordance with applicable Arizona law.

2.11 Taxes

All federal excise taxes, FCC charges/fees and state and local sales taxes, are billed as separate line items on periodic bills and are not included in the quoted rates in this Tariff. Customer shall be responsible for all applicable taxes.

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SECTION 3. DESCRIPTION OF SERVICES

3.1 Local Exchange Service

The Company provides a Customer with a voice-grade communications channel and unique telephone number address(es) which enable the Customer to:

1. Place calls to any calling station in the local calling area as defined in this tariff;
2. Receive calls from any calling station in the local calling area as defined in this tariff;
3. Access Enhanced 911 Emergency Service;
4. Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
5. Access Operator Services;
6. Access Directory Assistance Services;
7. Place or receive calls to 800/888/877 telephone numbers;
8. Access Telecommunications Relay Service.

3.2 Local Exchange Service Area

- 3.2.A. Unless otherwise indicated in this tariff, the exchange areas for all customers whose premises are located in US West territory, will be the same as US West exchange areas.
- 3.2.B. The Company concurs with US West's exchange areas and exchange maps listed in its respective Local Exchange Tariffs which are on file with the Commission.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.3 Emergency Calls (Enhanced 911)

Allows Customers to reach the appropriate emergency services including police, fire and medical assistance. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the appropriate emergency services provider located closest to the Caller's location. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

Company has no control over E911 services of its underlying carrier, and shall not be liable for any harm of any kind (including but not limited to damage to person, property or guests) for the failure of any E911 service.

3.4 Promotions

Carrier may from time to time offer promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. Promotions are subject to A.C.C. Tariff approval.

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SECTION 4 – RESERVED FOR FUTURE USE

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SECTION 5. EXCHANGE SERVICES

5.1 NONRECURRING CHARGES

5.1.1 NONRECURRING CHARGES

A. Terms and Conditions

Unless otherwise specified, nonrecurring charges apply whether or not the facilities are in place. Facilities are considered as being in place when no change is made to the customer's request in the type or location of the facilities.

B. Charges

1. Nonrecurring charges do not apply to:

- a. Move or change a customer's telephone service or equipment if required or initiated by the Company.
- b. Install, move, or change telephone equipment located on a customer's premises but used exclusively by the Company for maintenance or training activities.
- c. The "from" portion of work involved in a transfer of service and equipment from one premises to another.

2. Nonrecurring charges apply to:

- a. Change of billing name responsibility subsequent to the initial installation of service. This charge will also apply to establish toll only accounts.

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SECTION 5. EXCHANGE SERVICES

5.1 NONRECURRING CHARGES (Cont'd)

5.1.1 NONRECURRING CHARGES (Cont'd)

B. Charges (Cont'd)

NONRECURRING CHARGE

- Each Service order required
 - Residence \$7.50
 - Business \$8.50
3. The nonrecurring charges, where applicable, are specified with a given service as stated in each Tariff.

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SECTION 5. EXCHANGE SERVICES

5.2 EXCHANGE AREAS

5.2.1 CLASSES OF SERVICE OFFERED IN AN EXCHANGE AREA

- A. All exchanges offer Flat Rate Service. A Low Use Option is available to residence customers where facilities permit.
- B. Business and residence services may be connected to the same 4-party line.
- C. The following table lists all the exchange area and the available services in each area. (Cont'd)

Exchange Area	Indiv. Line	Business (B) / Residence (R)	
		2-Pty. Line[1]	4-Pty. Line[1]
• Agua Fria[2]	B/R	R	B/R
• Ash Fork	B/R	R	B/R
• Benson	B/R	R	B/R
• Bisbee	B/R	R	B/R
• Black Canyon	B/R	R	B/R
• Buckeye	B/R	R	B/R
• Cameron	B/R	R	B/R
• Camp Verde	B/R	R	B/R
• Casa Grande	B/R	R	B/R
• Cave Creek	B/R	R	B/R
• Chino Valley	B/R	R	B/R
• Circle City	B/R	R	B/R
• Coolidge	B/R	R	B/R
• Coronado	B/R	R	B/R
• Cottonwood	B/R		

[1] Services offered outside base rate areas, Exchange Zone 1.

[2] Two and 4-party service offerings are not offered.

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SECTION 5. EXCHANGE SERVICES

5.2 EXCHANGE AREAS (Cont'd)

5.2.1 CLASSES OF SERVICE OFFERED IN AN EXCHANGE AREA

C. The following table lists all the exchange area and the available services in each area. (Cont'd)

Business (B) / Residence

Exchange Area	Indiv. Line	2-Pty. Line[1]	4-Pty. Line[1]
• Deer Valley[2]	B/R	R	B/R
• Douglas	B/R	R	B/R
• Eloy	B/R	R	B/R
• Flagstaff	B/R	R	B/R
• Florence	B/R	R	B/R
• Fort McDowell[2]	B/R	R	B/R
• Gila Bend	B/R	R	B/R
• Globe	B/R	R	B/R
• Grand Canyon	B/R	R	B/R
• Green Valley	B/R	R	B/R
• Hayden	B/R	R	B/R
• Higley[2]	B/R	R	B/R
• Humboldt	B/R	R	B/R
• Joseph City	B/R	R	B/R
• Marana	B/R	R	B/R
• Maricopa	B/R	R	B/R
• Miami	B/R	R	B/R
• Munds Park	B/R	R	B/R
• New River	B/R	R	B/R
• Nogales	B/R	R	B/R

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SECTION 5. EXCHANGE SERVICES

5.2 EXCHANGE AREAS (Cont'd)

5.2.1 CLASSES OF SERVICE OFFERED IN AN EXCHANGE AREA (Cont'd)

C. The following table lists all the exchange area and the available services in each area. (Cont'd)

Exchange Area	Business (B) / Residence		
	Indiv. Line	2-Pty. Line[1]	4-Pty. Line[1]
• San Manuel	B/R	R	B/R
• Sedona	B/R	R	B/R
• Sierra Vista	B/R	R	B/R
• Superior	B/R	R	B/R
• Superstition[2]	B/R	R	B/R
• Tombstone	B/R	R	B/R
• Tubac	B/R	R	B/R
• Tucson[2]	B/R	R	B/R
• Vail	B/R	R	B/R
• Welton	B/R	R	B/R
• Whitlow	B/R	R	B/R
• Wickenburg	B/R	R	B/R
• Willcox	B/R	R	B/R
• Williams	B/R	R	B/R
• Winslow	B/R	R	B/R
• Yarnell	B/R	R	B/R
• Yuma	B/R	R	B/R

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SECTION 5. EXCHANGE SERVICES

5.2 EXCHANGE AREAS (Cont'd)

5.2.1 CLASSES OF SERVICE OFFERED IN AN EXCHANGE AREA (Cont'd)

- C. The following table lists all the exchange area and the available services in each area. (Cont'd)

Exchange Area	Business (B) / Residence		
	Indiv. Line	2-Pty. Line[1]	4-Pty. Line[1]
• Page	B/R	R	B/R
• Paradise Valley[2]	B/R	R	B/R
• Payson	B/R	R	B/R
• Phoenix Metro[2]	B/R	R	B/R
- Chandler	B/R	R	B/R
- Glendale	B/R	R	B/R
- Litchfield	B/R	R	B/R
- Mesa-Tempe	B/R	R	B/R
- North	B/R	R	B/R
- Phoenix	B/R	R	B/R
- Phoenix	B/R	R	B/R
- Scottsdale	B/R	R	B/R
• Pima	B/R	R	B/R
• Prescott	B/R	R	B/R
• Robles	B/R	R	B/R
• Safford	B/R	R	B/R
• San Carlos	B/R	R	B/R

SECTION 5. EXCHANGE SERVICES

5.2 EXCHANGE AREAS (Cont'd)

5.2.2 LOCAL SERVICE INCREMENTS

A. Exchange Zone Increment

1. The increment shown below is applicable to exchange service furnished within exchange zones and in addition to local exchange service rates specified in 5.2.
2. Two-Party and Four-Party service is not offered in the exchanges specified in 5.1.3. Existing services on the same premises for the same customer are grand fathered.
3. Monthly Increment Per Access Line

EXCHANGE ZONE NUMBER	EXCHANGE ZONE NUMBER VARIATION	USOC RATE
1	\$1.00	U1
2	\$3.00	U2

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SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE

A. General

1. The provision of local exchange service at the rates, charges, terms and conditions shown is subject to the provision of other sections of this tariff.
2. The rates and charges as quoted herein local exchange service entitle the customer to local calls, without toll charges, to all local exchange access lines connected to a CO of the exchange, or to all exchange access lines served by CO's of the extended local service area where comprised of more than one exchange.
3. Application of Business and Residence Rates
 - a. Service is classified as business service and business rates apply when any of the following conditions exist:
 - (1) When the service is furnished at a location where a business, trade or practice is performed and where use of the location is not confined primarily to domestic activities.
 - Service for social clubs (e.g., Elks, VFW, Eagles, etc.) will be considered business service.
 - (2) When the directory listing is to be a business listing except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

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SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE (Cont'd)

A.3 (Cont'd)

c. Service is classified as residence service and residence rates apply when the following two conditions exist:

(1) When the service is furnished at a location used primarily for domestic purposes; a residence location typically contains cooking and sleeping facilities.

- Residence service will be allowed for individual rooms at group homes. e.g., fraternities, sororities, patient rooms at retirement homes, boarding houses, if the listing is in an individual's name.
- Residence service will be allowed in church living quarters and the clergy person's private study if the listing is in an individual's name.

(2) When the directory listing is to be a residential listing. A residence service may not have a business directory listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

d. Customers changing from business to residence service will be assigned a different telephone number. Referral of calls to the new residence telephone number assigned will not be provided.

Customers may choose to retain the same telephone number but must continue to pay business rates until the next telephone directory, in which their telephone number does not appear as a business listing, is issued.

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SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE (Cont'd)

A.3 (Cont'd)

- e. When it is determined that a customer with residence service should be reclassified as business service under the above provisions, the Company will discontinue the service in the event such customer refused to permit the service to be classified as business service and pay applicable business rates.

A.4 Nonrecurring Charges

The nonrecurring charge is a one-time charge associated with a given service or item of equipment which applies on a per-service and/or per-item basis each time the service or item of equipment is provided.

- a. Nonrecurring charges do not apply:
 - To change of grade, class or type of service as a result of held regrades;
 - To change a customer's mailing address;
 - To move a drop for maintenance reasons.

b. Nonrecurring Change Charge

The following nonrecurring change charges apply for changes at the customer's request, unless otherwise specified:

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SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE (Cont'd)

A.4 (Cont'd)

		Nonrecurring Charge	
		Business	Residence
•	When changing the type of Service:		
	- Flat to Low Use Option	-	\$10.00
	- Low Use Option to Flat	-	\$10.00
	- Flat to Measured[1]	\$27.50	
	- Measured to Flat[1]	\$27.50	
•	When changing the grade of service within the categories of Flat Rate, Party Line or Rural Line Service	\$27.50	
	To regroup Party Line Service	\$27.50	\$10.00
•	To changes in class of service, not involving PBX Service, from:		
	- Business to residence	-	\$10.00
	- Residence to business	\$27.50	

[1] Measured lines and measured trunks available only to Resale/Sharing and PAL customers.

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SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE (Cont'd)

5.3.1 MEASURED USAGE CHARGES

A. Charges

1. Measured Usage Charges

- a. Measured usage charges accumulate on a monthly basis commencing on the billing date.
- b. Measured usage charges do not apply to messages completed to certain telephone numbers located on Company premises within the local calling area that the general public calls to transact Company business.
- c. Measured usage charges are based upon rates shown in the Full Period Rate Table, following, and are applicable to local messages completed on a dial station-to-station basis.
- d. In cases where a message begins in one discount period and ends in another, the initial period discount is discount in effect at the time and connection is established. The discount for each additional period is the discount in effect at the beginning of each additional period.

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SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE (Cont'd)

5.3.1 MEASURED USAGE CHARGES (Cont'd)

B.1. (Cont'd)

e. Discount

- (1) The discount for the reduced rate period, given in the Rate Discount and Application Period Table which follows, is expressed as a percent reduction of the Minute Per Use charges as determined from the Full Period Usage Rate Table.
- (2) The time when connections established determines what discount, if any, applies.
- (3) The evening rate applies to the holidays listed below unless a lower rate applies:

-	New Year's Day	January 1
-	Independence Day	July 4
-	Labor Day	-
-	Thanksgiving Day	-
-	Christmas Day	December 25

f. Determine Usage Charges

- (1) Refer to the Full Period Usage Rate Table for the Minute Per Use rates within the appropriate mileage band.
- (2) If the call is placed during the discount time period, apply the percent discount.

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SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE (Cont'd)
5.3.1 MEASURED USAGE CHARGES (Cont'd)
B.1. (Cont'd)

g. Full Period Usage Rate Table

Mileage associated with the interwire center usage rates is measured wire center to wire center using the V & H Coordinates procedure.

	<u>BAND</u>	<u>FULL PERIOD MINUTE PER USE</u>
• Intra Wire-Center	A	\$0.02
• Inter Wire-Center		
- 0 - 25 miles	B	0.04
- 25 miles and over	C	0.07

h. Rate Discount and Application Period Table

	MON	TUE	WED	THU	FRI	SAT	SUN
8:00 a.m. to 5:00 p.m.	Day Rate Period Full Rate					Eve. Rate 35%	
5:00 p.m. to 11:00 p.m. [1]	Evening Rate Period 35% Discount						
11:00 p.m. to 8:00 a.m. [1]	Night and Weekend Rate Period 60% Discount						

[1] To, but not including.

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SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE (Cont'd)

5.3.2 Low Use Option Service

A. Description

1. Residential service for which message unit charges are based on the number of local calls placed. The Low Use Option includes an individual exchange access line with touch-tone capabilities. Services other than those associated with this offering will not be allowed.
2. Calls to directory assistance, 911, ScoopLine (SLS) and telephone repair service are not subject to message unit charges.

B. Rates and Charges

1. Low Use Option Service

	NONRECURRING CHARGE	MONTHLY RATE
• Residence		
- Individual line RNM	\$46.50	\$8.50
- Each additional Individual line AFN	\$46.50	\$8.50

2. The following message unit charge applies for calls placed within exchanges in the same local calling area.

	CHARGES FOR EACH MESSAGE
• Residence	\$0.20

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SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE (Cont'd)

5.3.4 DIAL TONE LINE

- A. The term "dial tone line" applies to certain individual business lines. This service entitles customers to access the telecommunications network for a stipulated monthly charge.
- B. Two components are used in determining business exchange services rates: The dial tone line and local usage option. Therefore, in addition to the dial tone line subscription, the customer also must subscribe to a local usage option.
- C. Local usage is provided to customers under options which differ in the manner in which their usage is rated. The usage options and rates are as specified in 5.2.4. With all options, the customer may receive an unlimited number of incoming calls, at no additional charge.
- D. Monthly increments will be applied to those customers located outside of the base rate area. These charges are in addition to monthly rates and usage charges specified herein.
- E. Monthly Rates.

MONTHLY RATE

- Individual business line \$15.35

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SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE (Cont'd)

5.3.5 FLAT RATE SERVICE

This service entitles customers to an unlimited number of calls within the local calling area. Incremental charges, as shown in 5.1.6.A., apply to service outside the exchange base rate area.

A. Rates and Charges

1. The nonrecurring charge associated with the provision of flat rate service applies:
 - To install each access line;
 - For connecting an access line when changing a grade of service from PBX service.
2. Residence Flat Rate Service

	NONRECURRING CHARGE	MONTHLY RATE
• Individual line, each	\$46.50	\$13.18
• Additional individual line, each	\$46.50	\$13.18
• 2-party line, each [1]	\$46.50	\$11.94
• 4-party line, each [1]	\$46.50	\$10.70

[1] For service availability, see 5.1.3.

Issued By: Richard Wheeler, Esq.
Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459

SECTION 5. EXCHANGE SERVICES

5.3 LOCAL EXCHANGE SERVICE (Cont'd)

5.3.5 FLAT RATE SERVICE (Cont'd)

A. Rates and Charges (Cont'd)

3. Business Flat Rate Service

	NONRECURRING CHARGE	MONTHLY RATE
• Individual line, each	\$56.00	\$17.43
• Additional individual line, each	\$56.00	\$17.43
• 4-party line, each [2,3]	\$56.00	\$17.43

[1] Requires a dial tone line as specified in 5.2.3.

[2] Four-party service is not offered to customers in the exchanges specified in 5.1.3.

[3] Service offered outside base rate area or Exchange Zone 1.

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Effective:

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Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302

SECTION 6. RATES AND CHARGES

6.1 Local Exchange Usage Rates

6.1A Directory Assistance

Business and Residential Rate per Use \$0.47

6.1B Operator Assistance

A Customer may obtain the assistance of a local exchange operator to assist with completion of local exchange calls within the State of Colorado. These calls are billed on per call basis and thereafter on an incremental (per minute) basis.

6.1.B.1 Third Number Billing provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party's number. The party answering has the option to refuse acceptance of the charges in advance or when queried by the operator.

Charge per call: \$2.25

6.1.B.2 Collect Calls provides the Customer with the capability to charge a call to the called party. Upon announcement of the call by the operator, the called party has the option to refuse acceptance of the charges in advance or when queried by the operator.

Charge per call: \$2.25

6.1.B.3 Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to the particular station and person, specified by the caller. The call may be billed to the calling or called station.

Charge per call: \$3.25

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SECTION 6. RATES AND CHARGES (Cont'd)

6.1 Local Exchange Usage Rates (Cont'd)

6.1.B.4 Station to Station provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the calling or called station.

Charge per call: \$2.25

6.1.C Optional Calling Services

6.1.C.1 Call Forwarding allows the Customer to have calls rerouted to another telephone number.

Monthly Recurring Charge - Residential	\$4.95
One Time Installation Charge - Residential	\$7.50

Monthly Recurring Charge - Business	\$6.50
One Time Installation Charge - Business	\$8.50

	Residential	Business
- Busy Line	\$0.30	\$3.00
- Don't Answer	\$0.90	\$4.00
- Busy Line & Don't Answer	\$1.10	\$5.50

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SECTION 6. RATES AND CHARGES (Cont'd)

6.1 Local Exchange Usage Rates (Cont'd)

6.1.C.2 Call Waiting notifies the person currently using a line of an incoming call on that line.

Monthly Recurring Charge - Residential	\$5.00
One Time Installation Charge - Residential	\$7.50

Monthly Recurring Charge - Business	\$7.50
One Time Installation Charge - Business	\$8.50

6.1.C.3 Three Way Calling allows a conversation between three parties.

Monthly Recurring Charge - Residential	\$3.50
One Time Installation Charge - Residential	\$7.50
Change per usage	\$0.75

Monthly Recurring Charge - Business	\$4.00
One Time Installation Charge - Business	\$25.00
Change per usage	\$0.75

6.1.C.4 Call Return automatically returns the most recent incoming call to the Customer, whether it was answered or not. Customer can opt for a monthly recurring charge or a per activation charge.

Monthly Recurring Charge - Residential	\$2.95
Charge per Activation - Residential	\$0.75
One Time Installation Charge - Residential	\$7.50

Monthly Recurring Charge - Business	\$3.00
Charge per Activation - Business	\$0.75
One Time Installation Charge - Business	\$8.50

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SECTION 6. RATES AND CHARGES (Cont'd)

6.1 Local Exchange Usage Rates (Cont'd)

6.1.C.5 Call Trace allows a Customer to initiate a trace of the last incoming call by dialing a code immediately after the call has ended.

Charge Per Successful Trace - Residential \$2.00

Charge Per Successful Trace - Business \$2.00

6.1.C.6 Caller ID identifies the telephone number, date and time of an incoming call on display unit procured separately by the Customer.

	Residential	Business
Monthly Recurring Charge		
Without Name	\$5.50	\$7.50
With Name	\$5.95	\$7.95
One Time Installation Charge	\$7.50	\$8.50
Call Waiting ID	\$2.15	\$2.15
Call Waiting ID with Name	\$5.95	\$7.95

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SECTION 6. RATES AND CHARGES (Cont'd)

6.1.C.7 Call Rejection routes selected callers to an announcement that Customer is not receiving calls.

Monthly Recurring Charge - Residential	\$4.50
One Time Installation Charge – Residential	\$7.50

Monthly Recurring Charge - Business	\$4.50
One Time Installation Charge - Business	\$8.50

6.1.C.8 Speed Calling allows Customers to assign up to eight (8) numbers that they frequently call a one-digit number which will dial the programmed number.

Monthly Recurring Charge - Residential	\$2.00
One Time Installation Charge - Residential	\$7.50

Monthly Recurring Charge - Business	\$3.00
One Time Installation Charge - Business	\$8.50

Issued:

Effective:

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Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302

ATTACHMENT C

AGREEMENT PENDING

ATTACHMENT D

ServiSense.com, Inc.
Income Statement
(Unaudited)

Proprietary & Confidential

	<u>YTD 1999</u>
Gross Revenue	\$1,077,221
Cost of Goods Sold	<u>860,116</u>
Net Revenue	217,105
Selling, General and Administrative Expense:	
Salaries and Benefits	807,344
Travel and Entertainment	16,803
Marketing and Development	404,147
Systems Expense	342,828
Billing & Customer Service	108,226
Facilities and Equipment	70,005
Professional Fees	193,442
Telephone	35,928
Miscellaneous	<u>99,474</u>
	2,078,197
Interest Income(Expense)	(15,662)
Other Income	4,800
Net Income(Loss)	<u><u>(\$1,871,954)</u></u>

ServiSense.com, Inc.
Balance Sheet
(Unaudited)

Proprietary & Confidential

ASSETS:	December 31 1999
Cash	\$234,682
Subscriptions Receivable	1,200,238
Accounts Receivable, Net	374,008
Property and Equipment, Net	61,865
Other Assets	121,191
TOTAL ASSETS	\$1,991,984
LIABILITIES AND STOCKHOLDERS EQUITY:	
Liabilities:	
Accounts Payable	\$647,364
Accrued Expenses	292,891
Other Liabilities	22,233
Notes Payable	462,833
Total Liabilities	1,425,321
Stockholders Equity:	
Preferred Stock, no par value, 100,000 shares authorized, 82,673 shares at December and 25,000 shares at December 1998 issued and outstanding	1,498,248
Common Stock, no par value, 500,000 shares authorized, 163,464 shares at December 1999 and 150,000 shares at December 1998 issued and outstanding	27,262
Preferred Stock Subscribed	1,200,238
Additional Paid-in Capital	20,470
Retained Earnings	(2,179,555)
Total Stockholders Equity	566,663
TOTAL LIABILITIES AND STOCKHOLDERS EQUITY	\$1,991,984

FORM B

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunication Services as an Interexchange Reseller**

Mail original plus 10 copies of completed application to:

| For Docket Control Only:
| (Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

If you have current applications pending in Arizona as
an Interexchange reseller, AOS provider, or as the
provider of other telecommunication services.

Type of Service: _____

Docket No.: _____ Date: _____

Docket No. _____

Type of Service: _____

Docket No.: _____ Date: _____

Date Docketed _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number (including area code) of the applicant(company):

ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302
(617) 848-8000

(A-2) If doing business (dba) under a name other than the applicant (company) name listed above, specify:

(A-3) The name, address, telephone number, facsimile number and email address of the management contact:

John Vancura
Vice President, Finance
(617) 848-8106
Fax: (617) 848-8100
e-mail: jvancura@servisense.com

(A-4) The name, address, telephone number, facsimile number and email address of the Attorney, if any, representing the applicant:

Charles H. Helein
8180 Greensboro Drive, Suite 700
McLean, VA 22102
(703) 714-1300, Fax: (703) 714-1330, Email: ~~charles@~~
helein.com

(A-5) What type of legal entity is the applicant?

- ☐ Sole proprietorship
- ☐ Partnership: ___ limited, ___ general, ___ Arizona, ___ Foreign
- ☐ Limited liability company
- ☒ Corporation: ___ "S", ___ **X** "C", ___ non-profit, ___ Arizona, ___ **X** Foreign
- ☐ Other, specify:

(A-6) Include "Attachment A." Attachment A must list names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

- (A-7) 1. Is your company currently reselling telecommunication services in Arizona? If yes, provide the date or the approximate date that you began reselling service in Arizona.

No.

2. If the answer to 1. is "yes", identify the types of telecommunications services you resell; whether operator services are provided or resold and whether they are provided or resold to traffic aggregators (as defined in A.A.C. Rule R14-2-1001(3), a copy of which is attached); the number of customers in Arizona for each type of service; and the total number of intrastate minutes resold in the latest 12 month period for which data is available. Note: The Commission rules require that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.

3. If the answer to 1. is "no, when does your company plan to begin reselling service in Arizona?

Upon state approval.

- (A-8) Include "Attachment B." Attachment B, your proposed tariff, must include proposed rates and charges for each service to be provided, state the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of the service(s) by your company.

The Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists.

Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (See Rule R14-2-1109(B)(2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.

- (A-9) The geographic market to be served is:

☒ Statewide

☐ Other. Describe and provide a map depicting the area.

- (A-10) List the states in which you currently resell services similar to those you intend to resell in Arizona.

...., Massachusetts, Rhode Island, New Jersey, Pennsylvania, New Hampshire
Montana, and Michigan

- (A-11) Provide the name, address, and telephone number of the company's complaint contact person.

Richard Wheeler, Regulatory Coordinator
180 Wells Ave., Suite 450, Newton, MA 02459-3302

~~(617) 848-8146~~

(A-12) Provide a list of states in which you have sought authority to resell telecommunications services and in which the state granted the authority with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide telecommunications services.

None.

(A-13) Has the company been granted authority to provide or resell telecommunications services in any state where subsequently the authority was revoked? If "yes", provide copies of the State Regulatory Commission's decision revoking its authority.

No.

(A-14) Has the company been or is the company currently involved in any formal complaint proceedings before any State or Federal Regulatory Commission? If "yes", in which states is the company involved in proceedings and what is the substance of these complaints. Also, provide copies of Commission orders that have resolved any of these complaints

No.

(A-15) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If "yes", in which states has the applicant been involved in investigations and why is the applicant being investigated?

No.

(A-16) Has the applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order.

No.

B. Technical Information

(B-1) If your company is a switchless reseller, provide the name of the company or companies whose services you resell and skip to question (B-2). If you are not a switchless reseller, complete the remainder of this section. Quest.

Include "Attachment C." Attachment C should provide the following information: A diagram of the applicant's basic call network used to complete Arizona intrastate telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network).

Also include on the diagram the carrier(s) used for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based, indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the applicant's intrastate

(C-2) If your Company does not have financial statements for the two most recent years, please give the date your Company began operations.

January 20, 2000

(C-3) If the balance sheets you submit do not have retained earnings accounts, please provide this account information on a separate sheet.

(C-4) If your Company is a subsidiary, please provide your Parent Company's financial statements, in addition to your Company's financial statements.

N/A

(C-5) If your Company intends to rely on the financial resources of its Parent Company, please provide a written statement from your Parent Company attesting that it will provide complete financial backing if your Company experiences a net loss or a business failure and that it will guarantee re-payment of customers; advances, prepayments or deposits held by your Company if, for some reason, your Company cannot provide service or repay the deposits.

N/A

(C-6) Will your customers be required to (or have the option to) pay advances, prepayments, or deposits for any of your products or services.

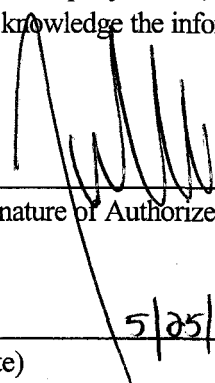
YES ____ (If yes, provide an explanation of how and when these customer advances prepayments or deposits will be applied or reference the terms and conditions section of your Company's tariffs with this explanation. If this information is not explained in the tariff of this application, please provide it on a separate sheet.)

NO ☒ (Note: If at a later date, your Company decides it wants to offer or require customer advances, prepayments or deposits, it must submit financial statements as part of the tariff amendment process.)

YES ____ (If yes, provide an explanation of how and when these customer advances prepayments or deposits will be applied or reference the terms and conditions section of your Company's tariffs with this explanation. If this information is not explained in the tariff of this application, please provide it on a separate sheet.)

NO X (Note: If at a later date, your Company decides it wants to offer or require customer advances, prepayments or deposits, it must submit financial statements as part of the tariff amendment process.)

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

(Date)

John Vancura
(Print Name of Authorized Representative)

Vice President, Finance
(Title)

SUBSCRIBED AND SWORN to before me this 25th day of May, 1st 2000

Richard Wheeler
NOTARY PUBLIC

My Commission Expires Nov. 24, 2006

ATTACHMENT A

ServiSense.com, Inc.**10% Shareholders**

Percentage
Owned

Christopher J McKeown
82 Church Street
Watertown, MA 02172
Citizenship: US
Principal Business: Individual

51.3%

Pepper Pike Dot Com
c/o Brian Bailys
Third Capital Mortgage
29225 Chagrin Blvd
Suite 300
Pepper Pike, OH 44122
Citizenship: US Company
Principal Business: Investing

13.6%

ARS Brook, LLC
40 Seaver Street, #5
Wellesley, MA 02481
Citizenship: US Company
Principal Business: Investing

10.1%

OFFICERS OF SERVISENSE.COM, INC.

- 1) Christopher J. McKeown
President
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302
- 2) John Vancura
Treasurer & Assistant Secretary
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302
- 3) Gregory White, Esq.
Secretary
Chappell, White, LLC
268 Summer Street
Boston, MA 02210

BOARD OF DIRECTORS OF SERVISENSE.COM, INC.*

- 1) Peter G. Bos (Chairman)
President, ARS Group, Inc.
40 Seaver Street, # 5
Wellesley, MA 02481
- 2) William H. Hughes
General Manager
Johnson Controls, Incorporated
39 Salem Street
Lynnfield, MA 01940-0840
- 3) Christopher J. McKeown
President, ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302
- 4) Timothy P. McKeown
Senior Analyst
BankBoston – Robertson Stephens
One International Place – 30th Floor
Boston, MA 02110
- 5) Frederick C. Voit
Senior Analyst – Consumer Communications
The Yankee Group
31 St. James Street
Boston, MA 02116

* Term of all Board Members is Until Successor is elected and duly qualified.

ATTACHMENT B

TITLE SHEET

RESOLD LONG DISTANCE TELECOMMUNICATIONS TARIFF

OF

ServiSense.com, Inc.

180 Wells Avenue, Suite 450
Newton, MA 02459-3302

This Tariff applies to the Resold Telecommunications Services furnished by ServiSense.com, Inc. ("Carrier") between one or more points in the State of Arizona. This Tariff is on file with the Arizona Corporation Commission and copies may be inspected during normal business hours at Carrier's principal place of business.

Issued:

Effective:

Issued by:

Richard Wheeler, Esq.
Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302

CHECK SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original

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Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302

TABLE OF CONTENTS

TITLE SHEET	1
CHECK SHEET	2
TABLE OF CONTENTS	3
SYMBOLS	4
TARIFF FORMAT.....	5
APPLICATION OF TARIFF.....	6
SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS.....	7
SECTION 2. RULES AND REGULATIONS	10
2.1 UNDERTAKING OF THE COMPANY.....	10
2.2 USE OF SERVICES.....	10
2.3 LIABILITY OF CARRIER.....	11
2.4 RESPONSIBILITIES OF THE CUSTOMER.....	13
2.5 CANCELLATION OR INTERRUPTION OF SERVICES.....	15
2.6 BILLING ARRANGEMENTS.....	17
2.7 VALIDATON OF CREDIT.....	17
2.8 CONTESTED CHARGES.....	17
2.9 BILLING ENTITY CONDITIONS.....	18
2.10 DEPOSITS.....	18
2.11 TAXES.....	18
SECTION 3. DESCRIPTION OF SERVICES.....	19
3.1 1+ INBOUND/OUTBOUND SWITCHED AND DEDICATED LONG DISTANCE SERVICES.....	19
3.2 LONG DISTANCE SERVICE AREA.....	19
3.3 CALLING CARD SERVICE.....	19
3.4 TIMING OF CALLS.....	19
3.5 LOCAL EXCHANGE SERVICE.....	19
3.6 LOCAL EXCHANGE SERVICE.....	20
3.7 EMERGENCY CALLS (ENHANCED 911).....	20
3.8 PROMOTIONS.....	20
SECTION 4. RATES AND CHARGES.....	21
4.1 LONG DISTANCE TOLL USAGE RATES.....	21
4.2 CALLING CARD USAGE RATES.....	21
4.3 DIRECTORY ASSISTANCE.....	21

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Regulatory Coordinator
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180 Wells Avenue, Suite 450
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Signifies a **changed** condition or regulation.
- (D) - Signifies a **deleted** or **discontinued rate**, regulation or condition.
- (I) - Signifies a change resulting in an **increase** to a Customer's bill.
- (M) - Signifies material **moved** from another Tariff location.
- (N) - Signifies a **new** rate, regulation or condition.
- (R) - Signifies a change resulting in a **reduction** to a Customer's bill.
- (T) - Signifies a change in **text** but no change in rate or charge.

Issued:

Effective:

Issued by:

Richard Wheeler, Esq.
Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the A.C.C.. For example, the 4th revised Sheet cancels the 3rd revised Sheet 14. Because of various suspension periods deferrals, etc. the A.C.C. follows in their Tariff approval process, the most current sheet number on file with the A.C.C. is not always the Tariff page in effect.

- C. Paragraph Numbering Sequence - There are levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Tariffs.
 - 2.1
 - 2.1.A
 - 2.1.A.1
 - 2.1.A.1.a

- D. Check Sheets - When a Tariff filing is made with the A.C.C., an undated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the A.C.C..

Issued:

Effective:

Issued by:

Richard Wheeler, Esq.
Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302

APPLICATION OF TARIFF

This Tariff set forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunication services by means of resold services of ServiSense.com, Inc.

The provision of local exchange, regional toll, and long distance telecommunications services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding issues.

Issued:

Effective:

Issued by: Richard Wheeler, Esq.
Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
Newton, MA 02459-3302

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's service.

Business Day - Monday-Friday 8:00am-5:00; Saturdays, Sundays and legal holidays are not recognized as business days.

Called Station - The termination point of a call.

Calling Card - A card issued by the Company containing sufficient information to enable charges for calls made to be properly billed on a pre-arranged basis. (see "Travel Card" definition)

Calling Station - The originating point of a call.

Carrier -or- Common Carrier - An authorized company or entity providing underlying network telecommunications services to the public.

Company or Carrier - ServiSense.com, Inc.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Customer Dialed Calling Card Call - A Calling Card Call which does not require intervention by an attended operator position to complete.

Issued:

Effective:

Issued by: Richard Wheeler, Esq.
Regulatory Coordinator
ServiSense.com, Inc.
180 Wells Avenue, Suite 450
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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Debit Card - A Calling Card issued by the Company in return for pre-payment of an amount certain by the Customer. (see "Travel Card" definition)

Commission or P.U.C. – Arizona Corporation Commission.

Holiday - New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day.

ILEC - Incumbent Local Exchange Carrier.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall interruption include the failure of any service or facilities provided by a common Carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is Interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or applicable by law.

LATA - Local Access and Transport Area - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Carrier - A company which furnishes local exchange telecommunications services.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Measured Charge - A charge assessed on a per minute basis in calculation a portion of the charges due for a completed inter-exchange call.

Residential Rules - The Rules and Regulations Relating to Telephone Service to Residential Customers as adopted by the Arizona Corporation Commission and applicable Arizona law.

Subscriber - (see "Customer" definition)

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other similar communications or form of intelligence.

Travel Card - A pre-paid or post-paid calling card issued by Carrier which allows Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill. Calls charges to a Carrier-issued debit Travel Card will be charged against the debit account.

User - Any person or entity which makes use of services provided under this Tariff.

Verified Account Code - A numerical code used to identify users or groups of users on an account and to allocate the costs of service accordingly. Account codes are verified by a pre-defined list of codes maintained by the Company.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.A. This Tariff contains the regulations and rates applicable to the resale of local, intrastate and interstate telecommunications services provided by Company to business and residential customers within the State of Arizona.
- 2.1.B. Company is a pure reseller and as such has no direct control over availability of service switching, operator services, 911 or E911 emergency service. Company is not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services. Company resells the Telecommunications Services of underlying common carriers.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.D. The Customer is entitled to limit the use of Carrier's services by End User's at the Customer's facilities.

2.2 Use of Services

- 2.2.A. Carrier's Services may be used for any lawful propose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services (Cont'd)

- 2.2.C. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3 Liability of Carrier

- 2.3.A. Due to unavoidability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 2.3.B. When service is interrupted for a period of at least twenty-four (24) hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each twenty-four (24) hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges. No credit shall be issued for interruptions of less than six (6) hours.
- 2.3.C. The liability of the Carrier for any loss or damages whatsoever arising out to mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special,

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.D. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.E. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage; is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees or Carrier.
- 2.3.F. Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.G. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 2.4.H. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.A. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that End Users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to End Users. The Customer is also responsible for the payment of charges for calls originated at The Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.4.C. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.D. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

2.4.E.1 If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

2.4.E.2 If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.

2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff. The Company reserves the right to refuse an application of service made by a present or former Customer who is, or was previously, indebted to the Company.

2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

2.4.H. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.A. Without incurring liability, Carrier may discontinue services to a customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B. following:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due;
2. For violation of any of the provisions of this Tariff;
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services; or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

2.5.B. Procedures for discontinuance of existing service:

1. Carrier may discontinue service without notice for any of the following reasons:
 - a. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - b. If a Customer or User uses Carrier's services in a manner to violate the law.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.B. Procedures for discontinuance of existing service (Cont'd)

2. In all other circumstances, Carrier will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance.
3. In cases of non-payment of charges due, the Customer will be given five (5) days written notice via first class mail that disconnection will take place. Disconnection may take place at any time within five (5) business days of mailing of the notice.
4. Customer will be given an opportunity to make full payment of all undisputed charges. If Customer is unable to pay debt in full, but makes payment to twenty percent (20%) of the debt, service will not be terminated and a payment plan will be made with the Customer. If Customer breaks a payment plan with the Company, Company is not obligated to enter into any further plans. Service may be terminated in accordance with these procedures.
5. Service will not be discontinued on any non-business day where Carrier is not prepared to accept payment of the amount due and to reconnect.

- 2.5.C. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspection to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.D. Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

2.6 Billing Arrangements

2.6.A. Customers will be billed directly by Carrier or its intermediary.

2.6.B. Carrier will render bills monthly. Payment is due within thirty (30) day after Carrier renders the bills.

2.6.C. Carrier may impose a late payment charge of 1.5% (18% per year) on any bill not paid within thirty (30) days of receipt by the Customer.

2.6.D. Carrier agrees to abide by all rules and regulations imposed upon it by the A.C.C. and applicable Arizona law.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

2.8 Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or End User, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges (Cont'd)

- 2.8.A. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- 2.8.B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address and the telephone number of the Commission is:

The Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Telephone: 602-542-2237
Facsimile: 602-542-4111

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits

Carrier does not generally require a deposit from the Customer. At Carrier's discretion, a deposit may be required in accordance with applicable Arizona law.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.11 Taxes

All federal excise taxes, FCC charges/fees and state and local sales taxes, are billed as separate line items on periodic bills and are not included in the quoted rates in this Tariff. Customer shall be responsible for all applicable taxes.

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SECTION 3. DESCRIPTION OF SERVICES

3.1 Inbound/Outbound Switched and Dedicated Long Distance Services

The Company offers 1+ inbound/outbound intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2 Long Distance Service Area

Company's long distance services are available in all equal access exchanges throughout the state.

3.3 Calling Card Service

The Company's Calling Card Service permits Customers to place calls utilizing Company issued Calling Cards for billing purposes.

3.4 Timing of Calls

3.4.A. Long distance, usage charges are based on the actual usage of the Company's service. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.4.B. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (18) seconds for intrastate long distance calls. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

3.4.C. There is no charge for incomplete calls.

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SECTION 4. RATES AND CHARGES

4.1 Long Distance Toll Usage Rates

The following are usage charges which apply to all 1+, direct dialed intrastate long distance calls. These rates are in effect 24 hours per day, 7 days a week.

4.1.A. Switched and Dedicated Inbound and Outbound Usage Rates \$.099/minute

4.2 Calling Card Usage Rates

Calling Card Usage Rates Calling card calls are billed in 6 second increments with and 18 second minimum.

18 second minimum

6 second increments

\$0.075

\$0.025

4.3 Directory Assistance

Per Use

\$0.50

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ATTACHMENT C

NOT APPLICABLE